DOCUMENT RESUME

ED 153 527 HE 009 824

TITLE Agreement Between Long Island University and the C.W. Post Collegial Federation, Local 3517. NYSUT, AFT, AFL-CIO, September 1, 1977 to August 31, 1980.
PUB DATE 77
NOTE 102p.

EDRS PRICE MF-$0.83 HC-$6.01 Plus Postage.
DESCRIPTORS Academic Freedom; *Arbitration; *Collective Bargaining; *College Faculty; *Contracts; Faculty Workload; Fringe Benefits; Governance; Higher Education; *Negotiation Agreements; Released Time; Seniority; Teacher Promotion; Teacher Retirement; Teacher Salaries; Teaching Load; Tenure; *Unions
IDENTIFIERS Collegial Federation; *Long Island University NY

ABSTRACT

The agreement reached between the Long Island University and its professional employees represented by the Collegial Federation is presented. Items covered in the agreement include: academic freedom; recognition; statutes, standards, and past practices; management rights; non-discrimination; promotion; tenure; academic year, vacations, and recesses; workload; released time; seniority; leaves; salary; fringe benefits; and retirement. Also covered are additional professional activities, general faculty procedures, departmental governance, and information and data. (SPG)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED153527

PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

Long Island University

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC) AND ORGANIZATIONS OPERATING UNDER AGREEMENTS WITH THE NATIONAL INSTITUTE OF EDUCATION. FURTHER REPRODUCTION OUTSIDE THE ERIC SYSTEM REQUIRES PERMISSION OF THE COPYRIGHT OWNER.

AGREEMENT

between

LONG ISLAND UNIVERSITY

and the

C. W. POST COLLEGIAL FEDERATION

Local 3517, NYSUT, AFT, AFL-CIO

U.S. DEPARTMENT OF HEALTH EDUCATION & WELFARE NATIONAL INSTITUTE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY.

ED 009824

September 1, 1977

to

August 31, 1980

TABLE OF CONTENTS

ARTICLE		PAGE
I	Preamble	1
II	Academic Freedom	2
III	Recognition	3
IV	Statutes, Standards, and Past Practices	4
V	Management Rights	5
VI	Non-Discrimination	6
VII	Department Personnel Committees	7-9
VIII	Personnel Files	10-12
IX	Initial Appointment	13-15
X	Reappointment	16-20
XI	Promotion	21-23
XII	Tenure	24-27
XIII	Contractual Continuation of Employment	28-30
XIV	Psychological Counselors	31
XV	Just Cause	32-33
XVI	No Reprisals	34
XVII	Grievance Procedure and Arbitration	35-38
XVIII	Academic Year, Vacations and Recesses	39-40
XIX	Workload	41-47
XX	Released Time	48-51
XXI	Seniority	52
XXII	Leaves	53-61
XXIII	Salary	62-66
XXIV	Fringe Benefits	67-73
XXV	Retirement	74
XXVI	Additional Professional Activities	75
XXVII	General Faculty Procedures	76
XXVIII	Departmental Governance	77-78
XXIX	Office Space	79
XXX	Information and Data	80-81
XXXI	Televising, Taping, and Recording of Instruction	82
XXXII	Administration-Collegial Federation Relationships	83
XXXIII	Collegial Federation Security and Released Time	84-86
XXXIV	Facilities for Collegial Federation Use	87-88
XXXV	Successor	89
XXXVI	Conformity to Law-Savings Clause	90
XXXVII	No Strike	91
XXXVIII	Duration	92
XXXIX	Ratification	93

ALPHABETICAL LIST OF CONTENTS

ARTICLE		PAGE
II	Academic Freedom	2
XVIII	Academic Year, Vacations and Recesses	39-40
XXVI	Additional Professional Activities	75
XXXII	Administration - Collegial Federation Relationships	83 82
XXXIII	Collegial Federation Security and Released Time	84-86
XXXVI	Conformity to Law-Savings Clause	90
XIII	Contractual Continuation of Employment	28-30
VII	Department Personnel Committees	7-9
XXVII	Departmental Governance	77-78
XXXVIII	Duration	92
XXXIV	Facilities for Collegial Federation Use	87-88
XXIV	Fringe Benefits	67-73
XXVII	General Faculty Procedures	76
XVII	Grievance Procedure and Arbitration	35-38
XXX	Information and Data	80-81
IX	Initial Appointment	13-15
XV	Just Cause	32-33
XXII	Leaves	53-61
V	Management Rights	5
XVI	No Reprisals	34
XXXVII	No Strike	91
VI	Non-Discrimination	6
XXIX	Office Space	79
VIII	Personnel Files	10-12
I	Preamble	1
XI	Promotion	21-23
XIV	Psychological Counselors	31
XXXIX	Ratification	93
X	Reappointment	16-20
III	Recognition	3
XX	Released Time	48-51
XXV	Retirement	74
XXIII	Salary	62-66
XXI	Seniority	52
IV	Statutes, Standards and Past Practices	4
XXXV	Successor	89
XXXI	Televising, Taping and Recording of Instruction	82
XII	Tenure	24-27
XIX	Workload	41-47

ARTICLE I

PREAMBLE

The purpose of this Agreement is to provide the Collegial Federation and the Administration with a contract which will encourage a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research, and public service.

This Agreement seeks to promote and assure the most effective and orderly relationship between the Collegial Federation and Administration. This Agreement is entered upon with the expectation that the professional employees represented by the Collegial Federation shall be part of and contribute to the development of the Center.

ARTICLE II

ACADEMIC FREEDOM

The Administration and the Collegial Federation have subscribed and will continue to subscribe to the concepts of Academic Freedom as follows:

A college best serves its community as an open intellectual forum where varying shades of opinion may be freely expressed and fairly debated. In this general frame, Academic Freedom is understood to mean:

1. Freedom for the teacher in the classroom to discuss his subject fully. As a general principle he* should avoid introducing into his teaching matters which are unrelated to his subject whether controversial or not; but neither he nor his students need be rigidly confined by conventional divisions between subjects.
2. Freedom to engage in research and to publish the results of research.
3. Freedom from institutional censorship or discipline when writing or speaking as a citizen, including discussion of academic policies, provided he does not represent himself as an institutional spokesman.

* In instances where he/she has not been used in this Agreement, the masculine gender pronoun is understood to include both masculine and feminine gender.

ARTICLE III

RECOGNITION

Pursuant to the NLRB Certification in Case #29-RC-2335, as amended, Long Island University, hereinafter referred to as the Administration, recognizes the C. W. Post Collegial Federation, Local 3517, New York State United Teachers, American Federation of Teachers, AFL-CIO, hereinafter referred to as the Collegial Federation, as the exclusive bargaining agent with respect to all terms and conditions of employment for the Unit described in the certification. The rights granted to the Collegial Federation shall not be afforded to any other group of employees organized for the purpose of representing members of this unit in collective bargaining.

UNIT: INCLUDED: All full-time professors, associate professors, assistant professors, instructors, professional librarians, department chairmen, guidance counselors, and research associates employed by Long Island University through its C. W. Post Center.

EXCLUDED: Part-time (adjunct) faculty members, academic counselors, all other employees, guards and supervisors as defined in the Act.

ARTICLE IV

STATUTES, STANDARDS, AND PAST PRACTICES

Section 1.

The parties shall identify in writing the specific University statutes, past practices and terms and conditions of employment in effect prior to this Agreement and not covered by the Agreement, which are to be continued by this Agreement.

Section 2.

The parties shall submit their written lists by November 30, 1977.

Section 3.

If agreement on which specific statutes and/or practices are to be continued is not reached within ninety days of the effective date of this Agreement, the parties shall submit the matter to binding arbitration.

ARTICLE V

MANAGEMENT RIGHTS

Nothing in this Agreement shall derogate or impair any power, right or duty heretofore possessed by the Board or by the Administration except where such right, power or duty is limited by this Contract.

ARTICLE VI

NON-DISCRIMINATION

Section 1.

Neither the Administration nor the Collegial Federation will discriminate with respect to hiring, continuance of employment or any terms or conditions of employment of any employee covered by this Agreement because of sex, race, age, national origin, religious preference, sexual orientation, political belief or membership or activity on behalf of the University or Collegial Federation.

Section 2.

a. The Collegial Federation agrees that it will admit to membership and represent equally all employees in the bargaining unit.

b. The Administration will not discourage or attempt to discourage membership in the Collegial Federation.

c. Neither the Administration nor the Collegial Federation will interfere with, restrain or coerce the employees covered by this Agreement because of membership in or non-membership in, or activity on behalf of the Collegial Federation.

Section 3.

Nothing in this Contract is intended to, or should be construed as, in any way placing the Administration or the Collegial Federation in violation of legal requirements concerning Affirmative Action as regards employment and promotion.

Section 4.

Nothing herein is meant to protect any employee whose conduct is in violation of the law.

ARTICLE VII

DEPARTMENT PERSONNEL COMMITTEES

Section 1. General.

a. Each Department (and the Library or School) shall elect, annually or biennially, a Personnel Committee, by secret ballot of all full-time faculty members of the Department (or Library or School).

b. Each Department shall promulgate a comprehensive statement of the composition, rules and procedures of its Personnel Committee.

Section 2. Election of Committee.

Advance notice of at least ten days shall be given for the election meeting; the Chairman (or Dean or Director) shall notify all full-time members of the Department (or School or Library). The meeting shall be held on campus; a majority vote shall decide each issue involved in the establishment of the Personnel Committee.

Section 3. Membership.

a. The Department Chairman shall be the non-voting chairman of the Personnel Committee. No faculty member may serve on a Personnel Committee which is considering the case of himself or a relative. Only those qualified voters who are present at the time a vote is taken, may vote.

b. If a Department has five or fewer full-time faculty members, then the Faculty Council members of the umbrella Division or School shall be included on the Personnel Committee of that Department.

Section 4. Development of Criteria.

a. Each Department shall determine the criteria appropriate to the discipline (supplemental to the minima stated in other Articles of this Agreement) which shall be applied by the Personnel Committee of that Department in its recommendations for appointment, reappointment, promotion, and tenure.

b. The criteria formulated by the Department shall be subject to approval by the Center Tenure and Promotion Board and the Administration for the purpose of achieving appropriate professional standards and equity throughout C. W. Post Center. Both the procedural statement and the approved statement of the criteria shall be provided to all concerned parties.

c. Departments shall consider the following in developing their criteria:

1) Evidence of instructional ability, as attested to by peer evaluation and student evaluations;
2) Evidence presented by the candidate himself;
3) Attainment of advanced degrees;
4) Evidence of professional growth;
5) Receipt of grants;
6) Quantity and quality of involvement in Departmental, Center, and University-wide activities;

7) The extent to which the candidate provides the requisite coverage (in breadth and depth) of specialty areas;

8) Professional contributions to the community at large;

9) Evidence of innovative or creative work.

Section 5. Non-Unit Part-Time Personnel.

The initiation of adjunct appointments is the Chairperson's responsibility and shall require consultation with the Personnel Committee, if time permits. Such appointments shall be subject to review and approval by the Dean.

ARTICLE VIII

PERSONNEL FILES

Upon initial appointment of a Unit member to a position at the C. W. Post Center, the appropriate Dean, Director of Libraries or Center official responsible for the supervision of Psychological Counselors shall establish the Official Personnel File for that Unit member. No other Personnnel File shall be used by the University in the evaluation of a Unit member with respect to any personnel action. The Personnel File shall be confidential, except as modified herein.

Section 1. Contents of Personnel File.

The Personnel File shall contain:

a. All evaluations of the Unit member's performance and recommendations for appointment, reappointment, promotion or tenure, and an updated individual personnel data sheet and curriculum vitae.

b. Information and documents considered pertinent to personnel matters by the Unit member's C. W. Post Center colleagues or by the Administration.

c. Written information and documents supplied by the Unit member.

d. Annual Contracts and statements or forms required by this Agreement for the review and evaluation of a Unit member's performance.

e. Citations of published works, e.g., books, monographs, articles and reports. The Unit members may supply copies or reprints of any and all published material cited in the file for safekeeping and accessibility in a specially designated

area in the library. Additionally, bound copies of official student government sponsored faculty evaluations shall be kept in this area. Such material shall be considered an integral part of the Personnel File.

f. Anonymous documents shall not be included in the Personnel File.

Section 2. Procedures.

a. All materials placed in the Personnel File shall be dated on the day received.

b. A list of the contents shall be attached to the inside cover of the File.

c. The Unit member shall be notified of all material filed at the time of filing. The Unit member shall have the right to file a statement in response to the material placed in the Personnel File. Failure to file a written statement of response shall not constitute the Unit member's approval.

d. Upon written request of the individual Unit member, the appropriate Center official, shall provide, within five working days, one copy of the requested material to the Unit member at no charge.

Section 3. Access to the Personnel File.

a. Upon prior written notification, the Unit member shall have the right to examine his/her Personnel File provided that such examination does not interfere with the normal working operations of the office, but in no event shall access be delayed more than three working days after

such notification. The Unit member shall sign for the release of the File and the appropriate Center official shall record the date and time of such examination and ensure that the File has not been altered.

b. The Department Chairperson, members of the Departmental Personnel Committee, members of the Center Tenure and Promotion Board, directly involved in personnel decisions, and administrators or their designees, shall have access to the files when necessary for the discharge of their official responsibilities.

c. The Unit member may permit access to other individuals by written designation.

ARTICLE IX

INITIAL APPOINTMENT

Section 1.

The initial responsibility for evaluating the credentials of faculty members and for determining their eligibility based on merit, for appointment, reappointment, and tenure rests primarily with the faculty.

Section 2. Procedure.

a. In existing Departments, the Department (or Library) Personnel Committee shall review all applicants and shall normally initiate the recommendation for an individual's appointment (including rank and salary step on the schedule).

b. Any proposed appointment which is not initiated by a Personnel Committee must be endorsed by the Center Tenure and Promotion Board. Such endorsement shall not be unreasonably withheld.

c. The concurrence of the Collegial Federation is required whenever a new faculty member is brought in at a salary step higher than the third step for the rank at which he is appointed.

Section 3. Minimal Qualifications.

To be appointed to a probationary faculty position at the C.W. Post Center, the following minimal qualifications by rank shall apply:

a. Instructor -- An earned Master's degree or its equivalent; or evidenced progress at least equivalent to a Master's degree in an approved doctoral program

in the discipline; teaching experience or its equivalent in a business or professional practice. No person with a terminal degree shall be appointed as an Instructor.

b. Assistant Professor -- A terminal (doctorate) degree or be deemed to have acceptable training and experience, as specified in the written criteria developed by the Department, approved by the Center Tenure and Promotion Board and the Center Administration.

c. Associate Professor -- The terminal (doctorate) degree or be deemed to have acceptable postgraduate training and experience, as specified in the written criteria developed by the Department, approved by the Center Tenure and Promotion Board and the Center Administration; and three years college level teaching experience in the rank of Assistant Professor or higher. Evidence of scholarly publications or research activities or recognition in the performing or creative arts or significant professional accomplishments.

d. Professor -- Terminal degree (doctorate) or be deemed to have acceptable postgraduate training and experience as specified in the written criteria developed by the Department, approved by the Center Tenure and Promotion Board and the Center Administration;

minimum of eight years college level teaching experience with four of those years in rank as Associate Professor. Evidence of scholarly publications or research activities or recognition in the performing or creative arts or significant professional accomplishments.

Section 4. Appointment.

The initial appointment of a faculty member to a Department at C.W. Post Center is made by the Dean (or Director of Libraries) following the initiation (or endorsement) of a recommendation to do so by a faculty committee as specified in Section 2 of this Article.

Section 5. Full-Time Lines.

The Administration will not reduce the number of full-time positions at the C.W. Post Center nor transfer Departmental full-time lines during the term of this Agreement unless such action is reasonably required by decreased or inadequate enrollments, or the expiration of a grant or endowment specifically funding the position or an analogous situation, or elimination of educational program(s).

ARTICLE X

REAPPOINTMENT

The renewal or non-renewal of appointments for all non-tenured Unit members who do not hold CCE shall be in conformity with the provisions of this Article.

Section 1. Initiation of a Recommendation.

Normally, the responsibility for initiating a recommendation for reappointment shall rest with the members of the Department, Library or School. The provisions of this Article refer only to probationary status.

Section 2. Review and Evaluation.

a. For each year of probationary employment, at least one review and evaluation of the Unit member's performance (including a recommendation on reappointment) shall be carried out.

b. No Unit member employed in a probationary position shall be considered for reappointment without having been evaluated (Mandatory Review).

c. The Department Chairperson shall be responsible for insuring that a full written report of the findings of every such review shall be added to the Unit member's Personnel File.

Section 3. Criteria for Review and Evaluation.

The following criteria shall be normally considered during the review and evaluation processes:

a. Evidence of instructional ability as attested to by C. W. Post faculty, and student evaluations of graduate and

undergraduate faculty;

b. evidence presented by the candidate himself;

c. attainment of advanced degrees;

d. evidence of professional growth;

e. receipt of grants;

f. publications;

g. involvement in Institutional affairs;

h. the extent to which the candidate provides the requisite coverage in Departmental offerings;

i. professional contributions to the community at large;

j. and evidence of innovative or creative work.

Section 4. Mandatory Review.

a. The mandatory yearly reviews shall be carried out by the Personnel Committee of the employee's Department. The appropriate Chairman, Dean or Director may also carry out reviews of their own.

b. All mandatory reviews are to be completed and received by the office of the Dean at least 60 days prior to the date of notification of reappointment or non-reappointment.

c. The Employee subject to mandatory review hereunder may request the Dean or Director to carry out such review in the event that the Department Personnel Committee fails to do so, and the Dean or Director shall review the employee.

Section 5. Failure to Review Properly.

a. Failure on the part of Unit members to perform

properly the mandatory reviews shall not constitute a grievance by the probationary faculty member against the Administration.

b. Failure of the Center Administration to fulfill its obligations under this Article does constitute a grievance.

Section 6. Probationary Period.

a. The maximum period of Probationary employment shall be seven (7) years at Long Island University.

b. For a faculty member with comparable previous full-time service at another institution, the maximum probationary period may be reduced, such reduction not to exceed three (3) years.

c. The maximum probationary period shall be agreed to in advance of initial employment by the Center Administration and stated in the initial contract.

d. Any faculty member who is appointed after September 1 but before August 31 will automatically be given probationary time dating back to September 1 of the academic year of initial appointment.

Section 7. Reasons for Non-Renewal.

A decision by the Administration not to renew the appointment of a probationary employee shall be made only:

a. When the Administration decides to reduce staff in a Department in which probationary employees are employed. Such

reduction will not be made unless such action is reasonably required by decreased or inadequate enrollments, or elimination of educational program(s), or the expiration of a grant or endowment specifically funding the position or an analogous situation. The Personnel Committee of the Department shall, in such cases, identify the person(s) to be released. If a timely decision is not forthcoming from the Committee, the reduction shall take place in reverse order of seniority. Any probationary employee whose appointment is not renewed because of a decision to reduce the staff of his Department shall be offered reappointment (at his previous rank and with seniority intact) in preference to anyone else, should the staff of that Department be increased during the two years following his departure.

Such offer shall expire twenty (20) days after transmittal by registered mail to the terminated Unit member at his official address. Each terminated Unit member shall be responsible for notifying the Administration of any subsequent change thereof. If the offer is not accepted within the 20-day period, it shall not constitute a waiver of the right to subsequent offers within the two-year period.

b. When there is a negative evaluation of his performance, adequately documented in his Personnel File.

c. For cause as defined in Article XV.

Section 8. Notice of Non-Renewal.

The administration is obligated to offer renewal if timely notice of non-renewal, as defined herein, is not given.

Notice of non-renewal must be given to the employee by March 1 of his first year of probationary employment, by December 1 of his second year, and by September 1 (i.e., a full 12 months notice) in subsequent years.

ARTICLE XI

PROMOTION

Section 1. Criteria.

a. The following minimum criteria shall be in effect during the life of this Agreement. Departmental or School Committees shall be responsible for establishing, publishing, and applying additional criteria to ensure high academic standards and to recognize individual achievement, subject to approval by the Center Tenure and Promotion Board and the Administration.

1. Appropriate terminal degree for promotion to or within professorial rank (for Library faculty: 30 graduate credits beyond the appropriate Library Master's degree);
2. Four years in rank in the service of the Employer as Assistant Professor to Associate Professor;
3. Five years in rank in the service of the Employer as Associate Professor to Full Professor.

b. The President may, on request of the Center Tenure and Promotion Board, present to the Educational Policies Committee a petition to waive these criteria. Only in rare instances of exceptional merit will candidates be recommended by Departmental and Center faculty committees in anticipation of a petition for waiver.

Section 2. Procedure.

a. Faculty initiation and endorsement are required for promotion in all cases.

b. Normally, the responsibility for initiating a recommendation for promotion shall rest with the Department (or Library) Personnel Committee. Every faculty member who meets minimal qualifications for promotion shall be reviewed by his Department.

c. In exceptional circumstances, the Center Tenure and Promotion Board may initiate such a review and make a recommendation.

d. In all cases the Department Chairman may comment on the recommendation. This will occur after the Departmental Personnel Committee recommendations or, in the cases where the initial review takes place by the Center Tenure and Promotion Board, his comment will follow.

e. In the normal procedure, the Dean or Director shall comment on the recommendation before sending it to the Center Tenure and Promotion Board. The Academic Vice President shall comment after the Center Tenure and Promotion Board, informing both the President and the Center Tenure and Promotion Board of agreements and disagreements. The President and Center Tenure and Promotion Board shall meet to discuss disagreements. Exceptional cases (initiated by the Center Tenure and Promotion Board) shall receive comment by the Dean or Director and the Academic Vice President before being sent to the President.

f. All recommendations, both positive and negative, shall

be submitted to the University Administration and the Board of Trustees. Where a determination is made by the Board that a negative recommendation is unjustified, the matter shall be remanded to the Center for a de novo review by all appropriate Center committees and officers.

Section 3. Special Promotion.

A faculty member who has been recommended for promotion by Department and Center committees in three consecutive years, shall be promoted with the concurrence of the Administration. If the Administration fails to concur, it must specify its reasons in writing.

ARTICLE XII

TENURE

Section 1. Determination of Tenure Availabilities.

Determination of availability of tenure positions is a Board of Trustee prerogative. Positions for tenure are determined by the Center Administration by a fair and objective analysis of the Department or Program needs, enrollment trends, cost-income ratio, and other applicable data concerning the C. W. Post Center. If more candidates are recommended for tenure than positions available, the Department Personnel Committee shall recommend which candidates shall fill those positions.

Section 2. Minimum Tenure Eligibility Criteria.

The minimum criteria of eligibility for tenure are: (1) satisfaction of the criteria for promotion to professorial rank, as stated in Article XI (Promotion); (2) completion of at least four and one-half years of full-time faculty service at C. W. Post Center, at least two of those in the Department which recommends tenure. Where an individual has changed Departments as a result of reorganization, the 2-year service requirement shall be waived.

Section 3. Center Tenure and Promotion Board.

There shall be a Center Tenure and Promotion Board, composed of tenured full-time faculty, elected by the full-time faculty of C. W. Post Center.

Section 4. Procedures for Determining Eligibility for Tenure

a. The responsibility for evaluating candidates for

tenure shall rest with the Personnel Committee of the Department (or Library), Deans and the Center Tenure and Promotion Board and the Academic Vice President.

b. Every faculty member who meets the eligibility criteria shall receive fair and impartial evaluation by the appropriate committee, under previously authorized and published criteria appropriate to the discipline (as required by Article VII (Personnel Committee).

c. Departmental tenure recommendations are forwarded for review and recommendation by the appropriate Dean or Director, who in turn shall forward all recommendations to the Center Tenure and Promotion Board. The Center Tenure and Promotion Board shall review all positive Departmental recommendations (and also negative recommendations, upon appeal from the faculty member) with the attached recommendation of the Dean (or Director).

All recommendations must be reasonably based on evidence of merit in the Personnel File. The Center Tenure and Promotion Board will forward its final recommendations on tenure, together with all materials received by it, to the Academic Vice President.

d. The Center Administration shall review the decisions of the Center Tenure and Promotion Board and make its own recommendation. The President's decision shall be reasonably based upon the evidence of merit in the

Personnel File and institutional needs as they affect the determination of Tenure. If the President disagrees with the recommendation of the Center Tenure and Promotion Board, he shall meet with the Tenure and Promotion Board to consider the matter jointly, before submitting his recommendation to the Board of Trustees.

e. Board of Trustee action on tenure recommendations shall be reasonably based on the evidence of merit in the Personnel File, institutional needs as they affect the determination of tenure, and the faculty and Administration judgments stated in the recommendations.

Section 5. Negative Tenure Recommendation.

Any candidate who receives a negative tenure recommendation from the Center Administration shall be given, upon written request to the President, a written statement of the reasons for that negative decision. If a faculty member is not granted tenure and does not qualify for the status described in Article XIII (CCE), he will then be given notice of termination no later than June 1st of the sixth year of service, which shall terminate at the end of his seventh year.

Section 6. Retirement.

Tenure will end on August 31 of the fiscal year in which the faculty member reaches retirement age.

Section 7. Outstanding Tenure Requests.

The Board of Trustees agrees that it will act within ninety (90) days upon all outstanding requests for Tenure availabilities for 1977-78.

Section 8. Non-Reduction of Tenure Positions.

The number of tenure positions in any Department or the Library as of September 1, 1977 shall not be reduced during the life of this Agreement, unless warranted by a significant decline or inadequate enrollment in the Department or elimination of the Departmental educational program(s). The foregoing notwithstanding, in the event of a vacancy in a tenured position after September 1, 1977, resulting from the death, retirement, resignation, transfer or termination of a tenured Unit member of the Department, upon recommendation of the Administration and at the discretion of the Board, such tenured position shall be allocated to any Department or School within the Center.

ARTICLE XIII

CONTRACTUAL CONTINUATION OF EMPLOYMENT

Section 1. Mandatory CCE.

The Administration and the Collegial Federation recognize that situations occur where probationary employees in their sixth or seventh year of probationary service, although judged to be eligible for tenure by the evaluative process described in Article XII (Tenure), are not awarded tenure because of a lack of an available tenured position. The Administration and the Collegial Federation agree that such individuals, for whom a full-time workload exists, shall be offered full-time faculty employment coterminous with the Agreement and the terms herein.

Section 2. Discretionary CCE.

The Administration and the Collegial Federation also recognize that probationary employees with special promise in their sixth or seventh year of probationary service who do not satisfy minimal qualifications for eligibility enunciated in Artcie XII (Tenure) may warrant consideration for continued employment. Upon recommendation of the Department Personnel Committee and the Center Tenure and Promotion Board, and with the concurrence of the Administration, such employees may be offered contractual continuation of employment on an annual basis. The appointment or non-reappointment of a Unit member with discretionary CCE shall not be subject to the provisions of Article XVII (Grievance and Arbitration).

Section 3. Eligibility for Tenure.

Should an additional tenure position be authorized in a Department in which a qualified member holds continuing employment, that individual shall be granted tenure, provided that he has met all qualifications for eligibility. If there are several such individuals, the one with the most seniority shall be granted tenure.

Section 4. Employment Status.

Persons in the categories described in this Article shall not be considered to be in probationary status, nor shall they be considered tenured, de facto or otherwise. It is agreed that the granting of tenure is by the explicit authorization of the Board of Trustees only. The Administration and the Collegial Federation recognize and agree that the limitation of non-tenured full-time service to seven years shall not apply to Unit members with the status described in this Article. It is therefore agreed that the practice of tenure by estoppel shall not apply for Unit members who are granted contractual continuation of employment.

Section 5. Leave Eligibility.

Qualified Unit members with six or more prior consecutive years of full-time service in the C. W. Post Center who are appointed to a CCE position shall be eligible for sabbaticals and other leaves, provided that the sabbatical or other leave shall not be effective after the term of appointment.

Section 6.

Each faculty member who was eligible for tenure and held CCE as of August 31, 1977, shall be granted Mandatory CCE for the life of this Agreement.

ARTICLE XIV

PSYCHOLOGICAL COUNSELORS

Section 1.

A Personnel Committee of Psychological Counselors shall normally initiate recommendations for new appointments of psychological counselors to the Vice President for Student Affairs. The Personnel Committees shall establish a procedure for yearly peer review of psychological counselors. The results of such peer reviews shall be placed in the Personnel File.

Section 2.

Psychological Counselors shall enjoy the same fringe benefits as faculty members, but shall not be eligible for tenure or sabbaticals. Notwithstanding anything in this Agreement to the contrary, the employment of Psychological Counselors may be extended beyond seven years of employment; their annual reappointments subject to evaluation and reappointment procedures pursuant to Article X.

ARTICLE XV

JUST CAUSE

Section 1.

No Unit member may be reprimanded, suspended, discharged, reduced in rank or compensation, or otherwise disciplined, except for just cause.

Section 2.

A Unit member who is subject to any disciplinary action specified above shall be advised in writing by certified mail of the charge(s) and the disciplinary action against him. A copy of such notice shall be sent by certified mail simultaneously to the Collegial Federation.

Section 3.

Notwithstanding the time limit specified in Article XVII (Grievance Procedure and Arbitration), a grievance filed under this provision shall be filed in writing within 20 work days of receipt of notification by certified mail.

Section 4.

In cases of disciplinary action based on professional misconduct or incompetence which results in arbitration, the following procedure may be employed at the arbitration stage:

a. By agreement between the Administration and the Collegial Federation or agreement by either party with the designated arbitrator, an academic advisory panel shall be constituted as follows:

The panel shall consist of the arbitrator and a representative designated by the Administration and a

representative designated by the Collegial Federation. The designated representatives of the Administration and Collegial Federation shall hear the evidence and serve solely in an advisory capacity to the arbitrator.

b. The opinion and award shall be written solely by the arbitrator.

ARTICLE XVI

NO REPRISALS

There shall be no reprisals against any person for participating or not participating in the strike commencing September 8, 1977

ARTICLE XVII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Purpose.

The Administration and the Collegial Federation agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. The orderly processes hereinafter set forth will be the sole method used for the filing and processing of any grievance.

Section 2. Definition.

A Grievance is an allegation, by a Unit member or members or the Collegial Federation, that there has occurred a violation, misinterpretation, or improper application of any provision of this Agreement.

Section 3. Procedure.

a. Informal Stage. An aggrieved Unit member and the appropriate Dean (or Director, or Center official in charge of Psychological Counselors) may meet to resolve a grievance in an informal manner. No determination shall be made by the Dean (or Director, or Center official in charge of Psychological Counselors) at such an informal meeting which diminishes, amends or otherwise modifies the provisions of this Agreement.

b. Grievances may be filed and processed by the C. W. Post Collegial Federation and/or Unit members. A grievance shall be filed in writing by the Collegial Federation and/or Unit members within 60 calendar days from the date of occurrence. Any grievance not processed in accordance with the time limits specified herein shall be deemed waived. The

written grievance shall set forth the basis therefor with reasonable particularity, including a designation of the Article(s) of the Agreement relied upon, and the remedy requested.

STEP 1: All written grievances shall be filed with the President of the C. W. Post Center of Long Island University. The President or his/her designee shall, within ten (10) work days of receipt of the grievance, meet with the grievant and an authorized representative of the C. W. Post Collegial Federation for the purpose of resolving the grievance. The President or his/her designee shall, within ten (10) work days after the completion of the grievance meeting(s), issue a decision with reasons in writing to the grievant and the C. W. Post Collegial Federation.

STEP 2: If the grievance has not been settled at STEP 1, then, within ten (10) work days after receipt of the written decision of the President or his/her designee, or the expiration of the time limits for making such decision, the C. W. Post Collegial Federation or individual grievant may submit the grievance in writing to the Vice Chancellor of Long Island University together with a copy of the STEP 1 decision. The Vice Chancellor or his/her designee shall, within ten (10) work days of receipt of the grievance, meet with the grievant and a representative of the C. W. Post Collegial Federation for the purpose of hearing the grievance. The Vice Chancellor

or his/her designee shall within ten (10) work days after the grievance hearing issue a decision with reasons in writing to the grievant and the C. W. Post Collegial Federation.

STEP 3: If the grievance has not been settled at STEP 2, then within thirty (30) calendar days after receipt of the STEP 2 written decision, or the expiration of the time limits for making such decision, the C. W. Post Collegial Federation alone may request arbitration by giving notice to that effect, by certified mail, return receipt, directed to the office of the Vice Chancellor and to the American Arbitration Association.

Section 4. Arbitration.

The arbitration procedure shall be conducted in accordance with the rules of the American Arbitration Association, subject to the provisions below:

a. In no event shall the arbitrator have authority to add to, subtract from, modify or amend the provisions of this Agreement.

b. Arbitrability of any grievance involving promotion, tenure, or CCE shall be limited solely to procedural issues.

c. The costs of arbitration, excluding advocate fees or unilateral withdrawal, postponement or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

Section 5. General Provisions.

a. Wherever a time limit is provided by this Article, the parties shall have the right to extend the period only by

mutual written consent. It is understood that the purpose of the procedure is to resolve grievances quickly, and that extensions shall be sought only for good cause.

b. When hearings or conferences are held, under this Article, on school time, Unit members who are entitled to attend hearings or who are called as witnesses by a party, shall be excused for that purpose from other duties without penalty.

c. Withdrawal or resolution of grievances: a grievant may withdraw his/her grievance at any level. In any event, the withdrawal or resolution of a grievance shall not constitute a precedent which might affect similar cases.

d. Nothing in this Agreement shall be construed as compelling the C. W. Post Collegial Federation to submit a grievance to arbitration.

e. No reprisals of any kind shall be taken against any Unit member or the Collegial Federation for the filing and processing of any grievance.

f. A grievance affecting a number of individual Unit members, involving a similar pattern of fact, may be filed and processed by a single, named representative of the Unit members so affected who shall be identified in the grievance.

ARTICLE XVIII

ACADEMIC YEAR, VACATIONS AND RECESSES

Section 1. Academic Calendar.

The academic calendar will be prepared by the C. W. Post Presidential Calendar Committee, and forwarded to the faculty for approval. No deviation in the number of school days shall be implemented without the concurrence of the faculty (expressed by vote in a Center faculty meeting), unless required by governmental or accrediting agencies, or by act of God or strike.

Section 2. Classroom Faculty.

The period of vacation for full-time classroom faculty shall be from the day subsequent to the Spring Commencement at C. W. Post Center through Labor Day following such Commencement.

Section 3. Library Faculty.

For Library Faculty there shall be two calendar months per year of vacation, which shall fall within the period between June 1 and August 31, unless otherwise agreed to by the Unit member and the Director of Libraries in accordance with the needs of the library operations.

Section 4. Psychological Counselors.

For Psychological Counselors, there shall be one calendar month per year of vacation. The period of vacation shall normally be the month of July or an equivalent period of time in accordance with the needs of the Counseling Center. The vacation period will be arranged by mutual consent of the Counselors and the Assistant Vice President for Student Affairs.

Section 5. Recesses.

The traditional Thanksgiving, Winter and Spring recesses and approved holidays shall be observed. The present compensatory time policies for work during recesses and on holidays shall continue for Librarians and Psychological Counselors.

ARTICLE XIX

WORKLOAD

Section 1. Regular Teaching Workload.

a. Classroom Faculty. Normal teaching workload for full-time classroom faculty shall be 12 credit hours per semester, including released time, as provided in this Agreement. Office hours shall be one hour for each three-credit section, scheduled at a time related to the student needs.

b. Library Faculty. Normal workload for the library faculty shall be 35 hours per week. There shall be no salary rate differential in compensation for night and weekend work.

c. Psychological Counselors. Normal workload for Psychological Counselors shall be 35 hours per week. There shall be no salary rate differential in compensation for night and weekend work.

d. General. Both parties recognize that in addition to teaching, faculty have an obligation to be reasonably available to students, to assume normal committee assignments, to engage in research or professional development and, where appropriate, community service. Conferences with students, attendance at graduation, participation in faculty committees and attendance at faculty meetings are considered to be part of a faculty member's workload. To fulfill his/her normal workload obligations, a faculty member is expected to be available to meet the obligations specified above in this Article.

e. Non-Unit Part-Time Personnel. Part-time non-Unit

personnel shall not be assigned more than a total of 21 credits per year but in no event more than 9 credits in any single session.

Section 2. Assignment of Workload.

a. Introduction. Student needs shall be the primary factor in the distribution of courses within a department and in the scheduling of classes, taking into account required, elective, survey, advanced, or graduate classes; and the allocation of day and evening sections. Insofar as consistent with student needs and the academic integrity of the program, the compactness of faculty schedules will be taken into account. Full-time faculty, where qualified, shall receive precedence in the assignment of a full workload. A full workload shall be provided, where possible, before non-Unit personnel are assigned courses, or overloads assigned.

b. The Department's schedule of all classes and all teaching assignments shall be prepared by the Department Chairperson in consultation with the Department Personnel Committee. The prepared schedule of all classes and all teaching assignments shall be reviewed by the Dean prior to implementation. Should the student needs or the academic integrity of the program not be met by the distribution of course offerings or its schedule of classes or its teaching assignments, the Department shall be required by the Dean to make necessary adjustments.

c. Should there be a serious difference of opinion between a faculty member and the Department Chairperson over an assignment of courses, the Dean shall resolve the matter.

d. Assignment of Unit member's regular workload shall be at the C. W. Post Center Campus except when program requirements mandate full-time Unit member assignments off-campus, or if there is insufficient workload available on Campus. Unit members shall be assigned workload off-campus on a voluntary basis. If necessary to assign full-time Unit members off-campus workload, the assignments shall be equitably rotated among faculty qualified for such assignments. New appointees may have their employment conditioned upon fulfilling all or part of their regular teaching workload off-campus.

Section 3. Workload Distribution.

A. Classroom Faculty.

1. Full workloads must be assigned to all full-time faculty, including faculty holding administrative positions, before overload may be assigned to anyone.

2. Courses shall be assigned to qualified underloaded Long Island University tenured faculty in satisfaction of their regular workload requirement, subject to the following limits:

a) During each fiscal year (Sept. 1-Aug. 31) workload shall be made available to underloaded tenured faculty from other Centers of Long Island University. Such assignment

shall be subject to a departmental limit of 3 credits/full-time faculty member, and to a Center-wide limit of 250 credits per semester. Assignment of course sections shall be made as specified in Section 2 of this Article. No more than 12 re-assigned workload credits may be assigned to one individual in any one semester. In the event that an individual is re-assigned 12 credits per semester for a period in excess of 2 semesters in any department, any further reassignment of such individual in that Department shall be subject to Sections 2a. & b. and 3 of Article IX. Upon such extension of the individual's reassigned workload beyond 2 semesters, the terms and conditions of his/her employment shall be subject to this Agreement.

b) Except as otherwise hereinabove indicated, reassigned faculty shall continue their departmental affiliations and voting rights at their present Center; they shall not be deemed members of the C. W. Post Center Faculty.

c) Such reassigned workload shall not count against a C. W. Post Center department's cost-income ratio, nor shall it be the basis for replacement of a Unit member, for the reduction of full-time lines, nor for decreasing or restricting in any way the number of faculty awarded Tenure or CCE.

3. Courses remaining shall be equitably assigned on request to qualified C. W. Post Center faculty as overload, subject to the following conditions:

a) Total workload, including overload, for classroom teaching faculty shall not exceed 21 credits from Sept. 1 - Dec. 31; 21 credits from Jan. 1 - Spring Commencement; provided that no faculty member shall be permitted more than 3 overload credits in each of the regular Fall/Spring semesters and no more than 12 credits from Spring Commencement through Aug. 31. If any semester or session runs over these periods, these limits shall be deemed to apply at the beginning of each semester or session.

b) No full-time faculty member will receive compensation for overload until he/she has taught, or is teaching, his/her full semester workload.

B. Library Faculty Overload. Library faculty shall be afforded the opportunity to have one (1) month's overload work during their vacation period. Library faculty shall have priority in the assignment of any additional Library overload. Overload compensation will be paid at the rate of three overload credits per month, at the standard faculty overload rate.

C. Psychological Counselor Overload. All counseling beyond the regular 35 hours per week and/or during vacation periods shall be considered additional workload.

D. Underload. Underloads resulting from underenrollment shall be made up as soon as practicable; in no case may this time exceed one calendar year following the occurrence. The faculty member may opt to take a proportionate salary reduction

in lieu of making up the underload.

Section 4. Other Workload.

a. Laboratories, Workshops, Field Experience. The regular workload may also be met by conducting or supervising laboratories or workshops or field experience. One credit will be given for the supervision of each graduate thesis. No more than three credits will be given for the supervision of three or more theses in any one semester. Credits for the supervision of theses will be given only for the semester in which the students are registered.

b. Field Experience Supervision. Two credits will be given for each three students supervised at least four times during the semester in field experience in the School of Education.

c. Class Enrollment. Faculty teaching a class with an enrollment above 65 students shall receive an additional one credit of compensation; for each additional 30 students he/she shall receive an additional one credit of compensation up to a maximum of six credits.

Section 5. Maximum Class Size.

a. Maximum class sizes that have been set and approved by the Center Administration during the prior contract period shall not be increased. Permission of the instructors shall be required to exceed this maximum.

b. For new courses that are introduced during the life of

this Agreement, maximum class sizes will be set by agreement with the Department and the Center Administration, after taking into account the nature of the course and the Department.

Section 6. Team Teaching.

Credit for any team-taught three-credit course shall be given as follows:

4 credits for 28 to 34 students

5 credits for 35 to 44 students

6 credits for 45 or more students

An exception will be made for the first time the course is offered as follows:

4 credits for 24 to 30 students

5 credits for 31 to 40 students

6 credits for 41 or more students

Section 7. Interdisciplinary Teaching.

In any course offered for the first time with a minimum of 15 students, each faculty member concerned shall receive three credits compensation. If taught again by the same team, each member shall receive three credits compensation, provided the class has a minimum enrollment of thirty. Proportionate compensation shall be granted each faculty member for team-taught courses with lower enrollment.

ARTICLE XX

RELEASED TIME

Section 1. Definition.

"Released Time" means reduction of the normal full-time workload. When released time is granted, such action shall not increase the normal workload of any other Unit member. There shall be two types of released time: "Academic Released Time" and "Administrative Released Time."

Unit members granted released time as specified in Section 3a. shall be eligible to teach overload in accordance with the limitations and time periods specified in Article XIX, Section 3, 3A 3.a), except that any released time taken under Section 3a. of this Article shall be deducted from the maximum overload credits allowable to him/her between Sept. 1 and Commencement. Unit members granted "Academic Released Time" as specified in Section 3b. below shall not be eligible to teach overloads. Released time for Library Faculty shall be computed on the basis of nine hours per week for each three-credit reduction.

Section 2. Allocation.

The Administration shall grant the following released time: The Chairperson or President of each of the Committees below shall be granted released time in each regular semester:

a. Faculty Council — three credits

b. Academic Standing Committee — three credits

c. Center Tenure & Promotion Board — three credits

d. College Curriculum Committee — three credits

e. Faculty Research Committee three credits

Section 3. Academic Released Time.

a. Every Full Professor who held the rank as of September 1, 1974, shall receive a three-credit reduction in the Fall and/or Spring semester if he teaches one or more graduate courses in the respective semester. (For the purposes of this Article, Full Professor is intended to mean any Full Professor who held the rank as of September 1, 1974.)

b. There shall be a released time pool of 54 credits per semester which shall be allocated by the Academic Vice President according to the recommendation of the Faculty Research Committee among departments at the C. W. Post Center. The pool will be decreased by 1/2 credit for each Full Professor who teaches a graduate course. The pool will necessarily be established for each semester following a count of Full Professors teaching graduate courses.

For each Full Professor, specified in Section 3a. above, who left the employ of the University since September 1, 1974, the pool will be increased by one credit.

c. Released time shall be made available in units of no less than three credits. Such allocation shall not allow any faculty member to achieve a workload of less than six credits per semester.

Section 4. Research and Study Awards.

The Administration and the Collegial Federation

recognize the importance of research to the professional development of faculty and to the growth of the University. The parties are also aware of the inadequacy of external funding support for faculty who are unable to present a long record of research experience. Accordingly, the University shall allocate the sum of $30,000 annually for the duration of this Contract in the form of research and study awards, which shall be used to provide the "Academic Released Time" specified in Section 3b. of this Article or research and study awards. It is understood that the released time pool, established under Section 3b. of this Article, shall be guaranteed funding before the grant of any research and study award.

Guidelines for applications, including candidate eligibility and criteria for proposals as well as minimum and maximum dollar awards, shall be developed by the Faculty Research Committee with the concurrence of Administration by November 15, 1977. Commencing for the Spring semester 1978, Departments shall submit, through their Personnel Committees, individual Faculty member's research and study proposals to the Faculty Research Committee. The Faculty Research Committee shall then be responsible for the academic judgment with respect to the merits of each proposal it reviews. The grant of "Academic Released Time" (Section 3b.) or monetary awards for research shall be made solely upon the Committee's

determination of a meritorious proposal. A Unit member who is the recipient of an award granted by the Committee shall submit to the Faculty Research Committee a full report of the research activity and where a monetary award has been granted, a full accounting of the funds expended shall be made to the office of the University Treasurer. The Faculty Research Committee shall submit an annual report of its research awards to the Academic Vice President by August 15 of each year.

Section 5. Administrative Released Time.

It is understood that past practices according to which the Administration gives Released Time for administrative duties may continue.

ARTICLE XXI

SENIORITY

Section 1.

Seniority of Unit members shall mean years of full-time service, including paid leaves and administrative service, at C. W. Post Center (without regard to rank) during which the person had faculty rank. For Unit members with such service at other Centers of LIU seniority shall be determined by the total number of years of such service in the University.

Section 2.

a. In the event that two faculty members have the same number of years of full-time service, the faculty member of greater rank shall have seniority.

b. In the event that two faculty members are equal in years of full-time service and are of equal rank, the faculty member who has held that rank the longer shall have seniority.

c. In the event that all the above are equal, the faculty member with the earlier date of birth shall have seniority.

ARTICLE XXII

LEAVES

Section 1. Sabbatical Leave.

Our purpose is to enhance and benefit the University by providing eligible faculty members with an opportunity for professional development and growth. Full academic year and one semester sabbatical leaves are available to qualified faculty subject to approval by the Board of Trustees.

a. General Policy.

The total number of sabbaticals, full academic year and one semester leaves, is limited to ten percent of the full-time faculty at the C.W. Post Center. Recipients of leaves are normally required to return to C.W. Post Center for at least one full year following the sabbatical. Sabbaticals are not available to individuals who will be engaged primarily in income-producing activities, including a teaching appointment at another institution, except as such appointment may be part of a fellowship or grant responsibility which is integral to the sabbatical purpose.

b. Eligibility.

An individual faculty member is eligible for sabbatical leave in every seventh year of full-time faculty service, provided he/she holds tenure or mandatory CCE status.

c. Application.

In their sixth year of continuing full-time service, eligible individuals may apply for a sabbatical leave for the seventh year. In their sixth year of continuing full-time

service, after their last sabbatical, eligible individuals may also apply for the following year. If their prior sabbatical leave was denied or deferred pursuant to Section 2b of this article, they may apply in less than six years after a sabbatical. Approved, unpaid leaves of absence shall not be counted toward time of service, nor shall they be considered a break in continuing service. The completed sabbatical leave application form must be submitted to the Department Chairperson* by October 10. Applications received after this date will not be processed. (Each application must clearly indicate the semester or semesters for which leave is requested as well as the specific purpose for which the leave is being requested.)

*Where appropriate, Directors or Deans.

Section 2. Sabbatical Leave Options.

a. Sabbatical leave shall be made available to ten percent of the eligible faculty in each academic year -- half year at full pay and full year at two-thirds pay. Half year sabbaticals shall be limited to 5% of the full-time faculty during any academic year.

b. Sabbatical leaves for eligible faculty may be deferred by the written request by the faculty member, or by the Administration for academic or budgetary reasons. When leaves are deferred, the affected faculty member is placed in a priority category with respect to leave assignment. Deferral shall not affect the date of eligibility for subsequent leaves, whether

such deferral is at the convenience of the institution or of the individual, subject, however, to the limitation that there must be at least four years between leaves.

Section 3. Departmental Review (Division/Program).

a. The Department Chairperson is responsible for securing Departmental approval for each candidate. The Departmental Chairperson shall process the applications to determine the following:

1. The validity of individual eligibility
2. Legitimacy of purpose
3. Compatibility with Departmental academic needs

b. The Department Chairperson is responsible for (a) securing the approval of the Personnel Committee, (b) forwarding of approved applications, and (c) sending notice of non-recommendation to individual applicants.

c. Applications will not be considered forwarded unless accompanied by a departmental profile for the sabbatical year showing leave deployment, and a department budget which reflects the impact on salaries of awarding sabbaticals contrasted with the replacement costs.

d. The Department Chairperson shall notify, in writing, all applicants who have not been recommended by the Department for sabbatical leave by October 22. Such notification shall state the reason(s) for denial. A copy of this notice shall be sent to the appropriate Dean. All approved applications must

be forwarded to the appropriate Dean by October 27.

Section 4. Dean's/Director's Review.

The Dean shall review the recommendation and verify the support data with reference to the department's leave calendar, validity of eligibility, legitimacy of purpose, and budgetary justification. The Dean shall notify, in writing, the Department Chairperson and the individual applicant. Such notification shall be sent by November 7 and state the reason(s) for any denial. The Deans shall forward all approved applications with full support documentation and budget justification to the Academic Vice President by November 10.

Section 5. Approval by the Board of Trustees.

All sabbatical leaves require formal approval by the Board to become effective. Action on sabbatical leaves is scheduled to appear on the Board's agenda for its January meeting.* All applicants approved by the Board shall be notified at the earliest possible date thereafter.

*Not in the current year 1977-1978.

Section 6. Faculty Development Leave.

a. The Administration and the Collegial Federation recognize the importance of the professional development of the faculty to the growth of the University. Accordingly, the Administration agrees that after each nine (9) years of full-time service at the C.W. Post Center, a faculty member shall be eligible for a Faculty Development Leave for either one (1)

semester or two (2) semesters.

b. A Faculty Development Leave is available to eligible faculty members who wish to pursue full-time post-graduate studies or full-time research.

c. Faculty members who apply for a Faculty Development Leave require the recommendation of their department and the approval of the Administration. The Administration shall assure that a fair distribution of leave is made among applicants with regard to departmental affiliation.

d. A faculty member who receives a one semester Faculty Development Leave shall fulfill his/her workload requirements in the summer immediately preceding or immediately following the semester during which the leave is taken. A faculty member who is granted a two semester Faculty Development Leave shall fulfill his/her workload requirements in the summer immediately preceding and immediately following the two semester leave.

e. Faculty members granted Faculty Development Leave shall not be eligible for any employment in any branch of the University, nor shall they engage in any activity for remuneration during the period of the leave. A Faculty Development Leave shall not be made available to a faculty member who was granted a sabbatical leave in the year during or following the leave. The faculty member granted a Faculty Development Leave must show evidence of attendance in a bona fide institution of higher education or evidence of research activity.

f. The Administration agrees that Faculty Development Leave shall be available during each year of this agreement at the limit of 1% of the faculty for purpose of two semester leaves and at 1% of faculty for purpose of one semester leave.

g. Library faculty shall be permitted to bank in one month blocks their annual vacation time up to a maximum accumulation of five months for the specific purpose of being able to participate in Faculty Development Leave. In the event that the Librarian does not take the leave hereunder, his/her accrued time towards such leave shall be compensable at the salary rate prevailing at the time of accrual.

Section 6. Sick Leave.

Non-tenured unit members are entitled to one month sick leave for each year of service to the University up to a maximum of six (6) months.

Full-time tenured faculty are entitled to sick leave up to a maximum of one semester (six months - 1/2 annual salary). If the illness and convalescence of a tenured member of the faculty extends beyond one semester, he/she will be placed on sick leave without pay (disability benefits apply) and his/her position will be held open until he/she is able to resume his/her teaching duties or informs the Board of his/her intention not to return.

Sick leave benefits will not be paid until the University Finance Office receives written certification from a licensed

physician that the Unit member was or is unable to return to work due to illness.

Section 7. Maternity and Child Care Leave.

a. Maternity Leave

The Administration shall provide a two-week leave with pay to expectant mothers who are bargaining unit members, in advance of expected date of childbirth, and four additional weeks with pay immediately following childbirth, provided the employee resumes her duties with the University on a full-time basis during the fifth week after childbirth.

The University shall not be obligated to pay for the six-week maternity leave if the employee does not resume full-time duties with the University for at least six months following the maternity leave period and shall therefore be entitled to a refund of any sum paid for maternity leave if full-time employment is not resumed.

b. Child Care

A special leave of absence for the purpose of caring for a newborn infant shall be granted up to one year without pay upon notification to the President and application for such leave by a member of the bargaining unit. Such leave shall, insofar as practicable, begin on September 1 or February 1 unless the date of the birth of a child shall render these times inappropriate.

Section 8. Leaves of Absence.

a. Members of the bargaining unit may request a leave of

absence without compensation for a period not to exceed one academic year. Time of leave of absence shall not accrue to the bargaining unit member's seniority or eligibility for any benefit or privilege proceeding from accumulated service. Leaves of absence under this section are granted and are renewable at the discretion of the Administration.

b. Members of the bargaining unit who are, or shall become, during the life of this Agreement, elected or appointed officers of the Collegial Federation shall, upon proper application, be granted a special leave of absence without pay, for not less than one semester for the purpose of performing legitimate duties for the Collegial Federation. Members of the bargaining unit who are granted such leaves of absence without pay shall receive credit toward annual salary increments on the schedules appropriate to their ranks. No more than two (2) Collegial Federation officers shall be simultaneously on leave of absence under this provision.

Section 9. Jury Duty.

Employees who are required to serve on a jury, or are required to report to Court in person in response to a jury duty summons, or are required to report for jury examination, or to qualify for jury duty, shall receive their regular salary during such absences provided that they remit to the University an amount equal to the compensation received by them, if any, for jury duty.

Section 10. Military Leave.

Military leave shall be afforded to unit members consistent with applicable law.

ARTICLE XXIII

SALARY

All continuing regular full-time faculty members who were on the faculty payroll as of August 31, 1977, shall be entitled to the following salary increase on September 1, 1977, September 1, 1978, and September 1, 1979:

Instructors	$ 800
Assistant Professors	$ 900
Associate Professors	$ 1,000
Full Professors	$ 1,100

All continuing regular full-time Psychological Counselors on the payroll as of August 31, 1977, shall receive a salary increase of $900 on September 1, 1977, September 1, 1978, and September 1, 1979.

Extra Workload Compensation

a. Overload

Overload teaching shall be compensated at the following rates:

	77-78	78-79	79-80
Professors	400	400	400
Associate Professors	335	345	350
Assistant Professors	280	290	300
Instructors	235	245	250

b. Per Capita Teaching

Per capita teaching shall be compensated at the rate of $30 per credit.

c. Tutorials

Tutorials shall be compensated at the rate of $100 per student.

d. Graduate 707 Courses

Graduate 707 courses shall be compensated at the rate of $100 per student.

e. SCALE Program

Each C. W. Post faculty member who chooses to participate in the SCALE program shall receive one credit for each SCALE section supervised and one credit for the supervision of each individual cooperating high school instructor.

Special Compensation

Special travel, lodging compensation is provided faculty for classes taught under the following conditions:

a. Travel

Faculty members will be compensated at the rate of 14¢ per mile for the difference between the distance from home to the teaching assignment and home to C. W. Post campus.

b. Lodging

Excluding the main campus, faculty will be reimbursed for lodging (at $25 per diem) if the teaching assignment is over 60 miles from home and ends after 10:00 p.m. or begins before 9:00 a.m.

In lieu of the individual compensation resulting from the submission of an expense reimbursement report for a and/or b

of the above conditions, the Administration may offer a faculty member an equivalent single stipend. The offering of the single stipend will be at the discretion of the Administration. The faculty member reserves the option to accept the single stipend arrangement or apply for expense reimbursement.

For purposes of this provision, the parties agree that the total amount of the regular Fall/Spring FTE tuition revenue*, equivalent to an average enrollment of 8,300 FTE students, shall be considered as, standard base tuition revenue, for the academic years 1977-78, 1978-79, and 1979-80. The University agrees that 30% of all collected FTE tuition revenue in excess of the standard base tuition revenue shall be used for additional salary increases, up to a maximum of $66,000 in each of the specified years.

* The FTE tuition revenue is computed as follows:

Undergraduate

FTE x 16 x tuition per credit = FTE tuition revenue

Graduate

FTE x 12 x tuition per credit = FTE tuition revenue

COMPENSATION FOR CHAIRPERSONS

Section 1. Responsibility

A Chairperson is responsible for fulfilling his/her departmental duties from September 1 through August 31 of each year.

Section 2. Compensation for Chairpersons.

A Chairperson may elect to receive either 12 credit hours annual released time or an annual stipend. If released time is taken, 6 credit hours of such time shall be available in any single semester.

Section 3. Released Time.

A Chairperson who chooses released time shall not be permitted any overload assignment except for 3 credits in the Weekend College per semester and 12 credits in summer, as specified in Article XIX, Section 3A 3.a).

Section 4. Annual Stipends.

A Chairperson who elects to receive the stipend shall be permitted to accept overload assignments if sufficient work-load exists, subject to the restrictions of Article XIX, Section 3A 3.a).

Section 5. Amount of Stipends.

The annual stipends of $3,400 or $4,300 shall be awarded as follows:

a. Annual stipends of $3,400 shall be awarded to the Chairpersons administering the following departments:

Theater and Film	Marine Science
Speech	Mathematics
Economics	Physics
History	Health and Physical Education
Chemistry	Nursing
Geology/Geography	Management Engineering and Computer Science
Health Science	
Philosophy	Sociology

b. Annual stipends of $4,300 shall be awarded to the Chairpersons administering the following departments:

Art
Music
English
Foreign Language
Political Science
Criminal Justice
Biology
Psychology
Counselor Education
Department of Instruction
Special Education and Reading
Educational Administration

c. A Chairperson shall receive an additional stipend in the amount of $500 for services during their vacation leave to oversee departmental operations.

Section 6. Chairperson Surrogate.

A Chairperson may assign a portion of his/her stipend to a surrogate who shall perform the Chairperson's duties during periods of the Chairperson's vacation leave.

ARTICLE XXIV

FRINGE BENEFITS

All members of the bargaining unit, currently employed in their regular capacity, are eligible (and may be required as specified below) to participate in the fringe benefit plans described in this Article provided they meet the particular requirements for each plan as described in this Article and as set forth by the individual carrier(s).

Providing that there shall be no lessening of benefits, the University reserves the right to change the insurance carrier or carriers or to consolidate any and all insurance plans.

An Insurance Committee shall be established no later than 90 days after the execution of this contract. The Committee shall consist of three (3) members: one (1) full-time faculty representative selected by the Collegial Federation; one (1) representative appointed by the Board of Trustees; and a Chairperson mutually agreed upon by both the Collegial Federation and the Board. The Committee will annually review all insurance benefits and submit their findings to the Board.

Section 1. Retirement Plan.

The retirement plan for eligible full-time unit members is provided by contracts with Teachers Insurance and Annuity Association of American (TIAA).

a. Participation - Participation is mandatory for faculty who have been awarded tenure. Participation

in the plan requires attainment of age 30 and the completion of one year of service.

The preliminary service period requirement will be waived for an employee, otherwise eligible, who already holds a retirement annuity contract issued by Teachers Insurance and Annuity Association.

b. Retirement Age - All participants in this retirement plan shall retire at the end of the academic year in which they attain age 65 (68 for those enjoying tenure before August, 1973), herein called normal retirement age.

c. Contributions - Each participant in this retirement plan shall contribute 5% of his/her regular monthly compensation which will be deducted from his/her monthly salary check. Long Island University will contribute 5% of the first $400 of the monthly compensation and 11% of the compensation amount in excess of $400. The combined contribution will be applied to the purchase of retirement benefits for the participant as follows:

(1) Allocations between Teachers Insurance and Annuity Association and College Retirement Equities Fund may be made in any proportion which the participant designates.

(2) Designated percentages or, in the absence of a participant designation, the full amount, will be forwarded to Teachers Insurance and Annuity Association as a premium for a retirement annuity contract on the participant's life or to College Retirement Equities Fund as a premium for an Equities Fund unit annuity certification on the participant's life.

d. Contracts - Each retirement annuity contract written in accordance with Sub-section c. is for the sole purpose of providing a retirement income and/or death benefit and is the property of the individual participant. Each contract is between the participant and the issuing company.

The Board reserves the right to modify or discontinue this plan at any time.

Section 2. Group Life Term Insurance.

Eligible persons may participate with the Board in a contributory group term life insurance plan.

The Board shall assume the cost of the first $15,000 of coverage and pay approximately half the cost of the additional coverage. The monthly cost to the participant which will be deducted from his/her regular monthly compensation.

This life insurance is payable in event of death from

any cause at any time or place. At the option of the beneficiary, payment will be made in a lump sum or in installments to the beneficiary. A change in beneficiary may be made at any time by the insured if he or she so desires.

When employment terminates, life insurance will cease except if death should occur within 31 days thereafter. By making application and paying the first premium to the Aetna Life Insurance Company within 31 days after termination of employment, the participant may convert his/her group life insurance to an individual life insurance policy. This individual policy will be issued without medical examination at the insurance company's regular rates. The individual policy may be written only on a regular whole life or endowment plan but may, if the individual so desires, provide a preliminary period of not more than one year of term insurance coverage.

Section 3. Tuition Remission.

The Board agrees to provide to members of the bargaining unit, immediately on appointment, remission of tuition charges for any course or courses to be taken in the University, those specific courses being subject to the approval of the appropriate Dean, Director or Vice President. Tuition remission does not apply to non-credit courses.

Spouses of bargaining unit members are entitled to

remission of tuition for any credit course(s) to be taken in the University.

Dependent children of bargaining unit members are entitled to remission of tuition for eight semesters of full-time collegiate study or its equivalent of part-time study in any school or college of the University. The criteria determining dependency are those established by the Internal Revenue Service for income tax purposes.

Recipients of tuition remission shall be required to apply for any tuition assistance available under federal, state and local laws. The total of remission and assistance granted by the University will be net of the legally allowable awards.

Section 4. Death Benefits to Spouse.

The Board agrees to provide for the benefit of the surviving spouse a monthly grant equal to one month's salary (1/12 of annual salary) for each year of service to the University up to six years or accrued salary owed to the deceased for the contract year, whichever is greater.

Section 5. Major Medical Expense Insurance.

Unit members may participate in the T.I.A.A. Major Medical Expense Insurance. The University agrees to bear the full cost of this program. Each participant is covered initially for a maximum of $50,000. This insurance program shall also be provided for participant's dependents

(as defined by the Carrier).

Amounts of benefits paid shall be subject to the carrier liabilities and the following:

a. A deductible amount, consisting of any benefits payable under the Blue Cross - Blue Shield plan, plus a cash deductible paid by the insured individual for Covered Expenses and determined by his/her participation in Blue Cross and Blue Shield.

b. Coinsurance of 20%. The individual pays 20% and the Major Medical Plan pays 80% of the Covered Expenses above the deductible amount.

Section 6. Total Disability Benefits Plan

Unit members may participate in the T.I.A.A. Total Disability Plan after they have completed one year of full-time service. The University shall assume the full cost of this plan.

Beginning on the first of the month following six (6) consecutive months of total disability and continuing during such disability until the eligible unit member reaches age sixty-five (65) or until his/her prior death, he/she shall receive:

a. A monthly income benefit which, including any income benefits payable from Social Security and Workmen's Compensation, is equal to 60% of the first $1,000 of the unit member's covered monthly salary, plus 40% of covered monthly salary

in excess of $1,000 as of the date the disability began, but not to exceed $1,500 monthly. In no event will the T.I.A.A. monthly income benefits be less than $50, even though this amount plus Social Security and Workmen's Compensation benefits may bring the unit member's total income to more than 50% of salary.

b. A monthly waiver benefit of the amount being paid to T.I.A.A. - C.R.E.F. annuity in accordance with the provisions of the Board's plan shall be paid by the Board, but not to exceed 10% of the first $400 of the individual's covered monthly salary plus 16% of covered monthly salary in excess of $400 as of the date the disability began. This waiver benefit is credited as monthly premiums on annuity.

Section 7. Hospitalization - Surgical Insurance

Eligible persons may participate with the Board in the Blue Cross and Blue Shield of Greater New York. Participation may include hospitalization insurance alone or may be extended to include the surgical-medical plan. The Board agrees to assume the cost of administering the plan and shall contribute $19.00 per month for the individual plan and $23.50 per month for the family plan.

ARTICLE XXV

RETIREMENT

Section 1. Retirement Age.

The normal age of retirement shall be 65 (68 for faculty members enjoying tenure prior to September 1, 1973).

Section 2. Post-Retirement Employment.

Upon recommendation of his Department and Administration and subject to the approval of the Board of Trustees, a faculty member who has passed the age of retirement shall be offered annual full-time contracts (or part-time contracts on a pro-rata basis) with the continuation of all faculty benefits except tenure, sabbatical leave and contributions to pension annuity. Retired faculty shall be eligible for adjunct teaching in all sessions and semesters upon recommendation of their Departments.

Section 3. Fringe Benefits.

Retired faculty members shall continue to enjoy full tuition remission or tuition assistance for their dependent children (the benefit shall continue in the event of the decease of the retired member) and the right to use available office space, laboratories, the library, and other campus facilities.

Section 4. Early Retirement.

Participation in any of the early retirement programs sponsored by the Employer shall be voluntary.

ADDITIONAL PROFESSIONAL ACTIVITIES

Section 1.

A full-time faculty member shall be permitted to engage in remunerative professional activities outside the University, provided full disclosure of such activities is made in writing to the Dean.

Section 2.

Except in rare circumstances and with the Dean's approval, faculty members shall not provide private counseling, tutoring, lessons, or consultation for members of the student body for a fee; all reasonable assistance by faculty members to the student without a fee is to be encouraged as part of the total educational process.

Section 3.

A faculty member, in any opinion or certificate which he may give as to the merits or claims of any business undertaking or of any scientific or practical invention, shall indicate that he is not a spokesman for the University or any of its parts.

ARTICLE XXVII

GENERAL FACULTY PROCEDURES

Section 1. Faculty Meetings.

a. In matters of faculty contribution to institutional governance, decisions are arrived at by vote in Center Faculty meetings. The Center Faculty, in consultation with the President of the Center, shall determine the dates of its regular meetings, choose its presiding officer and secretary and establish rules of procedure.

b. Administrators are invited to attend and participate in the meetings but have no vote.

c. Special Meetings of the Center Faculty may be called by the Faculty Council or by the President of the Center. Such meetings will be scheduled after 2:30 p.m. or at a mutually acceptable time.

d. College, School and Library faculties shall operate in similar fashion in carrying out delegated responsibilities.

Section 2. Faculty Committees.

a. The faculty shall establish standing and ad hoc committees to carry out the functions it designates.

b. Subject to the approval and general direction of the Center Faculty, each faculty committee shall state in writing its delegated purpose, authority, and rules of procedure for carrying out the regular academic business of the faculty including such typical areas as curriculum, academic standing and admission policy as assigned to it by the Faculty.

ARTICLE XXVIII

DEPARTMENTAL GOVERNANCE

Section 1. General.

a. Every Unit member of C. W. Post Center shall hold appointment as a member of a specified Department or cognate Unit. (The words "or cognate Unit" shall be understood to be appended to "Department" throughout). Every Unit member of a Department shall have the right to participate fully in selecting its Chairman (as described in the following procedure) and its Personnel Committee membership, including the establishment of election procedures and committee composition, the making of nominations and voting.

b. All elections referred to in this section shall occur during the academic year except in the case of emergency.

Section 2. Chairman.

a. The Department Chairman or Director in conjunction with department faculty shall be responsible for developing departmental recommendations on major programs and curriculum; for recommending those deemed eligible for appointment, reappointment, promotion, tenure, and leaves in accordance with procedures specified elsewhere in this Agreement and for preparing budgets and planning schedules. The Department Chairman or Director is responsible for expediting the routine business of the department.

b. Department chairmen and directors shall be appointed by the Dean following nomination by vote of a majority of the full-time Unit members in the department by secret ballot

election. If the Dean declines to accept the department's nomination, he may ask the department to consider or designate an alternative nominee.

c. If, by a vote of the majority of the department, the department declines to accept the Dean's proposal, the impasse shall be submitted to a resolution panel consisting of the Chairman of the Faculty Council, the Chairman of the Center Tenure and Promotion Board, the Academic Vice President and the President or his/her designee. The panel shall reach a final solution by consensus. No acting chairman or director shall be appointed except upon recommendation of the panel. In the event that one of the faculty members on the panel is in the department involved in the impasse, his next in line of command shall replace him.

Nothing in this Article shall be understood to establish a new procedure through which appeal to a reconciliation panel in the appointment of Chairmen shall routinely occur.

d. A new election shall be held at the end of three years.

e. Either the majority of Unit members in the department or the Dean can order a new election, providing the Chairman has served at least one year. In the event of impasse in this situation, the procedure for resolution outlined above shall be followed.

ARTICLE XXIX

OFFICE SPACE

The Administration shall make every reasonable effort to provide adequate space and instructional facilities for faculty where they do not yet exist. The Administration shall make every reasonable effort to obtain the concurrence of the Department involved before making significant changes in existing office arrangements.

ARTICLE XXX

INFORMATION AND DATA

Section 1. General.

In addition to any other information and data provided for elsewhere in this Agreement, the Administration shall make available to the Collegial Federation, upon written request and within a reasonable time thereafter, where possible within two weeks, such statistics and financial information in possession of the Administration which directly relate to this Agreement or the negotiation of a successor Agreement.

Section 2. Privacy.

It is understood that information, the divulging of which would violate an individual's legally guaranteed rights of privacy, is not covered by this Article.

Section 3. Compilation of Statistics.

It is further understood that this Article shall not be construed to require the Administration to compile information and statistics in a form not already compiled, unless mutually agreeable.

Section 4.

The Administration shall provide the Collegial Federation with available information concerning names, sex, home addresses, Social Security numbers, telephone numbers, departments, ranks, years in rank, and tenure status of all members of the Unit by November 1st of each year. The Administration shall also provide the same information for all changes within 30 days after the change occurs.

Section 5.

The Collegial Federation shall provide the office of the Vice Chancellor with a list of names, addresses, and titles of its officers and will keep such a list current.

ARTICLE XXXI

TELEVISING, TAPING, AND RECORDING OF INSTRUCTION

Section 1.

There shall be no taping, televising or recording of instruction without the written permission of the instructor. The faculty member shall have the sole control over and rights to any televising, taping, or recording of his written and oral presentations, as well as exclusive control over their instructional use.

Section 2.

Taped, televised or recorded instruction shall not be used in lieu of faculty in classes for which tuition is charged.

ARTICLE XXXII

ADMINISTRATION-COLLEGIAL FEDERATION RELATIONSHIPS

Section 1. Center President-Collegial Federation Meetings.

The Administration and the Collegial Federation agree that regular channels of communication should exist to facilitate discussion, exchange of information, and resolution of differences between the two parties which may arise with reference to this Agreement and the implementation thereof.

The President of C. W. Post Center shall meet upon request with representatives of the Collegial Federation at least bi-monthly to discuss matters of concern to either party. More frequent meetings shall usually be held when requested by either party.

Section 2. Distribution of Official Documents.

The Collegial Federation shall be included as a regular constituent in the distribution of all official documents concerning University or Center policies on budgets, finances, personnel, governance procedures, or other matters of concern to the faculty of C. W. Post Center.

Section 3. Standing Presidential Advisory Committees.

A representative of the Collegial Federation shall be seated on each Standing Presidential Advisory Committee.

Section 4. Distribution of this Agreement.

The Administration shall print copies of this Agreement and distribute them to all Unit members.

ARTICLE XXXIII

COLLEGIAL FEDERATION SECURITY AND RELEASED TIME

Section 1. Membership and Agency Shop

a. Each Unit member shall, as a condition of employment, either:

1) become a member of the Collegial Federation within thirty (30) days after the full and final execution of this Agreement and shall thereafter maintain his/her membership in the Collegial Federation in good standing as a condition of continued employment. For the purposes hereof, an employee shall be considered a member of the Collegial Federation in good standing if he/she tenders his/her periodic dues uniformly required as a condition of membership; or

2) pay an agency fee to the Collegial Federation equivalent to the dues required of members in the Collegial Federation.

Section 2. Dues Checkoff.

a. Upon receipt of a written authorization from an employee, the Administration shall, pursuant to such authorization, deduct from the wages due each such employee each month, starting not later than the first pay period following the completion of his/her first thirty (30) days of employment, and remit to the Collegial Federation regular monthly dues, as fixed by the Collegial Federation.

b. The Administration shall be relieved from making such "check-off" deduction upon (1) termination of employment,

(2) layoff from work, or (3) an unpaid leave of absence or (4) revocation of the check-off authorization in accordance with its terms or with applicable law. Notwithstanding the foregoing, upon the return of an employee to work from any of the foregoing enumerated absences, the Administration will immediately resume the obligation of making said deductions, except that deductions for terminated employees shall be governed by Section 1 hereof.

c. Each month, the Administration shall remit to the Collegial Federation all deductions for dues made from the wages of Unit members for the preceding month, together with a list of all employees from whom dues have been deducted, no later than fifteen (15) days after such deductions are made.

d. It is specifically agreed that the Administration assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Collegial Federation hereby agrees that it will indemnify and hold the Administration harmless from any claims, actions or proceedings by any employee arising from deductions made by the Administration hereunder. Once the funds are remitted to the Collegial Federation, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Collegial Federation.

Section 3. Released Time.

Released time for the handling of grievances and the

implementation of this Agreement shall be granted to the Collegial Federation in the amount of 6 credits for Fall and Spring semesters.

The Collegial Federation shall give notice to the Vice Chancellor of its designees hereunder at least three months prior to the beginning of the academic year.

ARTICLE XXXIV

FACILITIES FOR COLLEGIAL FEDERATION USE

Section 1. Rental of Office Space.

The Administration agrees to rent the Collegial Federation a furnished office, specifically Humanities 111, at an annual rental of $2,000, payable in equal monthly installments on the first day of each month, to the Treasurer of Long Island University. The Collegial Federation may terminate this rental upon 30 days' notice to the Administration. Any expenses resulting from the use of this office space, such as telephone, stationery, postage, etc., will be borne by the Collegial Federation. The Collegial Federation may have the use of a restricted Centrex telephone, and regular clearing and custodial services as provided to comparable offices in that building.

The Collegial Federation shall have the right to install other telephones in this office only at its expense. All telephone installations must be requested from, and approved by, the Vice President for Business Affairs.

Section 2. Bulletin Board.

The Collegial Federation shall be provided with a bulletin board (at least 3' X 3') for its exclusive use, located at a place of the Collegial Federation's choice. In addition, the Collegial Federation shall be entitled to post notices on other existing bulletin boards customarily used for general notices in accordance with established regulations.

Section 3. Meetings.

a. The Collegial Federation shall have the use of any campus facility available for meetings or social events; the use of copying, duplicating, photocopying services and inter-intra campus mail on the same basis, priority and charge as these services are made available to other faculty groups and organizations. The Collegial Federation will be assigned facilities, if available, upon 3 weekdays notice for emergency meetings provided audio-visual, catering or other specialized services are not a part of the request.

ARTICLE XXXV

SUCCESSOR

In the event of the sale, merger, or transfer of C. W. Post Center and/or its College, Schools, or any constituent parts thereof, the Employer who purchases or otherwise acquires the operations of the Center (College, School, or constituent part) shall be bound to honor this Agreement and all terms and conditions set forth herein.

ARTICLE XXXVI

CONFORMITY TO LAW - SAVINGS CLAUSE

If any provision of the Agreement is or shall at any time be contrary to law, then it shall not be applicable or performed or enforced, except to the extent permitted by law. In any such case a substitute provision shall be subject to appropriate consultation and negotiation with the Collegial Federation.

Should this article be the subject of an arbitration, the arbitrator shall determine only the monetary equivalent of any loss to either party sustained by conformity to law.

If any provision of this Agreement, in whole or in part, is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XXXVII

NO STRIKE

Section 1.

The Collegial Federation expressly agrees that it will not directly or indirectly participate in, counsel, or induce any type of strike action during the term of this Agreement, and, likewise, the Employer expressly agrees not to lockout any of its employees included in this Unit during the life of this Agreement.

ARTICLE XXXVIII

DURATION

This Agreement shall be in full force and effect from September 1, 1977, to August 31, 1980.

ARTICLE XXXIX

RATIFICATION

This Agreement shall be subject to ratification by the Collegial Federation and the Board of Trustees of Long Island University.

MEMORANDA OF UNDERSTANDING

#1

The parties agree to the definitions of the following terms as used in this Agreement:

Administration:

The Board of Trustees of Long Island University and its elected officers and agents, including but not limited to, the Chancellor, Vice Chancellor, President, Vice Presidents, Deans and Directors.

Center Administration:

Officers and agents of the Board of Trustees of Long Island University employed at its C. W. Post Center and its branches and extensions whose responsibilities are specific to the Center, including but not limited to the Center President, Vice Presidents, Deans or Directors.

#2

It is understood between the parcies that the following named faculty holding CCE status as of August 31, 1977, who have been deemed not to satisfy minimum qualifications for eligibility for tenure shall be extended a three-year CCE status expiring August 31, 1980, for the purpose of satisfying minimal criteria, i.e., the possession of a tenure degree (doctorate):

Auletta Belec Hollander Horowitz Lippman

#3

Sabbatical Leaves. The parties agree that for the academic year 1977-78:

1) Completed sabbatical leave applications must be submitted to Department Chairpersons, Deans or Directors by November 1, 1977.
2) The Department Chairperson, Dean or Director shall not be required to notify sabbatical leave applicants (as required on page 55, lines 21-24) of non-approval of sabbatical leave requests.
3) Approved sabbatical leave applications shall be forwarded to the appropriate Dean by November 17, 1977.
4) The Dean shall notify Department Chairmen and individual applicants of denial of sabbatical leave requests by November 28, 1977.
5) All other dates and procedures related to sabbatical leave applications and approvals shall be adjusted accordingly.

#4

The parties hereby agree that the lists to be submitted under Article IV, Section 2 of the Agreement shall be submitted no later than November 30, 1977; if agreement is not reached thereon within fifteen (15) days thereafter, the parties shall submit the matters in dispute to binding arbitration.

#5

Upon promotion, a faculty member shall receive an annual salary increase commensurate with his/her new rank; and in th event that his/her salary rate, including any annual salary increase, is less than the minimum salary step as of 1976-77 of the new rank, his/her salary shall be adjusted to that dollar amount.

#6

Unit members employed as full-time faculty for at least one (1) regular fall or spring academic semester in the preceding academic year and reappointed on a full-time basis for the succeeding academic year shall be entitled to an annual salary increase pursuant to the terms of Article XXXIII.

#7

The released time provided under Article XX, Section 3(b) for the fall, 1977 semester only shall be made available, during the spring and fall, 1978 semesters.

#8

Nothing contained in Article XXIV is intended to diminish the fringe benefits therein described, as effective on August 31, 1977; included but not limited to:

(a) tuition remission;

(b) Tuition assistance;

(c) doctoral loans;

(d) emergency loans; and

(e) Blue Cross-Blue Shield coverage.

#9

All Unit members, who are classroom faculty, and who make up in their teaching assignments any time lost through their participation in the strike shall receive their full annual compensation for 1977-78.

Non-classroom Unit members shall make up time lost through their participation in the strike, taking either by a proportionate deduction in their annual salary, by a reduction in their annual leave equivalent to the scheduled work days missed. In addition, authorized compensatory time and/or authorized overtime, as approved by the Director of Libraries (or the administrator in charge of Psychological Counselors), may be used by the Unit members prior to their vacation to offset time repayable hereunder.

Weekend College courses in progress at the time a full-time faculty member returns to work from the strike shall continue to be conducted by the person(s) hired during the strike to teach that course(s); no full-time Unit member returning to work from the strike may bump any employee so engaged.

IN WITNESS WHEREOF the parties have hereunto set their hands this 17th day of October, 1977.

For Long Island University

By Albert Bush-Brown 10/17/77

Albert Bush-Brown, Chancellor

For C. W. Post Collegial Federation, Local 3517, NYSUT, AFT, AFL-CIO

By John Turner 11/21/77

John Turner, President